

Thank you for shopping at LumeeGroup UK. Our online shop provides unique, high quality products for safe, smart, healthy, beautiful home and business. Our production team inspect each product before packaging to make sure it meets high quality of standards. If you are not entirely satisfied with your purchase, please read out Terms and Conditions.

TERMS AND CONDITIONS

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on (+44)07745893346 or email us on sales@lumeegroup.co.uk

We are LumeeLamps UK (a part of FLT Ltd., Reg. No: 11450868), telephone number (+44)07745893346; (the **Supplier** or **us** or **we**).

Application

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the Customer or you). We are LumeeLamps UK (a part of FLT Ltd., Reg. No: 11450868), telephone number (+44)07745893346; (the Supplier or us or we).
2. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Services and Goods from the Website if you are eligible to enter a contract and are at least 18 years old.

Interpretation

3. Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession.
4. Contract means the legally binding agreement between you and us for the supply of the Services.
5. Delivery Location means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order.
6. Durable Medium means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored.
7. Goods means any goods that we supply to you with the Services, of the number and description as set out in the Order.

8. Order means the Customer's order for the Services from the Supplier as submitted following the step-by-step process set out on the Website.
9. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website.
10. **Services** means the services advertised on the Website, including any Goods, of the number and description set out in the Order.
11. **Website** means our website www.lumeelamps.com on which the Services are advertised.

Services

12. The description of the Services and any Goods is as set out on the Website, catalogues, brochures or other form of advertisement.
13. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
14. All Services which appear on the Website are subject to availability.
15. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

16. You must co-operate with us in all matters relating to the Services, provide us and our authorized employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licenses and consents (unless otherwise agreed).
17. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Personal information

18. We retain and use all information strictly under the Privacy Policy.
19. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

20. The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services or Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
21. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
22. A Contract will be formed for the Services ordered only when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order, you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract, and before performance begins of any of the Services.
23. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 7 days from its date, unless we expressly withdraw it at an earlier time.
24. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered unless the variation is agreed by the Customer and the Supplier in writing.
25. We intend that these Terms and Conditions apply only to a Contract entered by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g., by giving you rights as a business.

Fees and Payment

26. The fees (**Fees**) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out on the Website at the date we accept the Order or such other price as we may agree in writing.
27. You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Services (if agree with us prior to making an Order).

Delivery

28. We will deliver the Services, including any Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement:

- in the case of Services, within a reasonable time; and
 - in the case of Goods, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered.
29. In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can require us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges.
30. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:
- we have refused to deliver the Goods, or if delivery on time is essential considering all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
 - after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
31. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
32. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them to us unopened and unused, and pay the costs of this.
33. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
34. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
35. If you or your nominee fail, through no fault of ours, to take delivery of the Services at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
36. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

Risk

37. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.

Withdrawal returns and cancellation

38. We offer 14 days to return your Goods by from date of receiving, except for any Goods which are made to your special requirements.
39. If you simply wish to change your mind within the period of 14 days and without giving us a reason, and without liability, except in that case, you must return the Goods to our business premises in undamaged condition at your expense. Then we must process a refund to you the price for those Goods and Services which have been paid for in advance, but we can retain any separate delivery charge. This does not affect your rights when the reason for the cancellation is any defective Goods or Services. This Returns Right is different and separate from the Cancellation Rights below.
40. This is a **distance contract** (as defined below) which has the cancellation rights (**Cancellation Rights**) set out below. These Cancellation Rights, however, do not apply to a contract for the following goods and services (with no others) in the following circumstances:
 - goods that are made to your specifications or are clearly personalized
 - goods which are liable to deteriorate or expire rapidly.

Right to cancel

41. Subject as stated in these Terms and Conditions, you can cancel this contract within 14 days in written without giving any reason.
42. The cancellation period will expire after 14 days from the day on which you acquire, or a third party, other than the carrier, indicated by you, acquires physical possession the Goods. In a contract for the supply of services only (without goods), the cancellation period will expire 14 days from the day the Contract was entered.
43. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision by email. In any event, you must be able to show clear evidence of when the cancellation was made.
44. To meet the cancellation deadline, it is enough for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Commencement of Services (if any) in the cancellation period

45. We must not begin the supply of a service (being part of the Services) before the end of the cancellation period unless you have made an express request for the service.

Effects of cancellation in the cancellation period

46. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

Payment for Services commenced during the cancellation period

47. Where a service is supplied (being part of the Service) before the end of the cancellation period in response to your express request to do so, you must pay an amount for the supply of the service for the period for which it is supplied, ending with the time when we are informed of your decision to cancel the Contract. This amount is in proportion to what has been supplied in comparison with the full coverage of the Contract. This amount is to be calculated based on the total price agreed in the Contract or, if the total price were to be excessive, on the basis of the market value of the service that has been supplied, calculated by comparing prices for equivalent services supplied by other traders. You will bear no cost for supply of that service, in full or in part, in this cancellation period if that service is not supplied in response to such a request.

Deduction for Goods supplied

48. We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you (i.e., handling the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods). This is because you are liable for that loss and, if that deduction is not made, you must pay us the amount of that loss.

Timing of reimbursement

49. If we have not offered to collect the Goods, we will make the reimbursement without undue delay, and not later than:
- 14 days after the day we receive back from you any Goods supplied, or
 - (if earlier) 14 days after the day you provide evidence that you have sent back the Goods.
50. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Returning Goods

51. If you have received Goods in connection with the Contract which you have cancelled, you must send back the Goods without delay and in any event not later than 7 days from the day on which you communicate to us your cancellation of this Contract. The deadline is met if you send back the Goods before the period of 7 days has expired. You agree that you will have to bear the cost of returning the Goods.
52. For the purposes of these Cancellation Rights, these words have the following meanings:
- a. distance contract** means a contract concluded between a trader and a consumer under an organized distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.
 - b. sales contract** means a contract under which a trader transfers or agrees to transfer the ownership of goods to a consumer and the consumer pays or agrees to pay the price, including any contract that has both goods and services as its object.

Conformity and Guarantee

53. We have a legal duty to supply the Goods in conformity with the Contract and will not have conformed if it does not meet the following obligation.
54. Upon delivery, the Goods will:
 - a. be of satisfactory quality.
 - b. be fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
 - c. conform to their description.
55. It is not a failure to conform if the failure has its origin in your materials.
56. We will supply the Services (if any) with reasonable skill and care.
57. We will immediately, or within a reasonable time, give you the benefit of the free guarantee given by the manufacturer of the Goods. Details of the guarantee, including the name and address of the manufacturer, the duration and territorial scope of the guarantee, are set out in the manufacturer's guarantee supplied with the Goods. This guarantee will take effect at the time the Goods are delivered and will not reduce your legal rights.
58. In relation to the Services (if any), anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering this Contract. Anything you consider is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

Duration, termination and suspension

59. The Contract continues as long as it takes us to perform the Services (if any).
60. Either you or we may terminate the Contract or suspend the Services (if any) at any time by a written notice of termination or suspension to the other if that other:
 - a. commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
 - b. is subject to any step towards its bankruptcy or liquidation.
61. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Privacy

62. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection
63. Regulation about your personal information.
64. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy () and cookies policy ().
65. For the purposes of these Terms and Conditions:
 - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.
 - b. 'GDPR' means the UK General Data Protection Regulation.
 - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

66. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.
67. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data while providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
- a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected.
 - b. we will only Process Personal Data for the purposes identified.
 - c. we will respect your rights in relation to your Personal Data; and
 - d. we will implement technical and organizational measures to ensure your Personal Data is secure.
68. For any enquiries or complaints regarding data privacy, you can email: sales@lumeegroup.co.uk

Governing law, jurisdiction and complaints

- 76. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
- 77. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
- 78. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution.

Attribution

- 79. These terms and conditions were created by [Rocket Lawyer \(https://www.rocketlawyer.com/gb/en\)](https://www.rocketlawyer.com/gb/en).